

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-05-R-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08-Aug-2005	PAGE OF PAGES 1 OF 98
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4159-9706		6. PROJECT NO.	
7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278 TEL: 212-264-0238 FAX: 212-264-3013		CODE W912DS	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME GREGORY G CUYJET		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 917-790-8172	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> <p>Furnish all labor, materials and equipment and perform all work for JOC Support of Seneca Army Depot, New York, in accordance with the attached Contract Clauses, Special Clauses, Technical Specification and Drawings.</p> <p>This acquisition is being solicited as a 100% HUBZone small business set-aside. The applicable NAICS code is 236220, Commercial and Institutional Building construction, with a small business size standard of \$28.5 million.</p> <p>This solicitation is for work in the designated industry group , construction (except dredging) and is subject to the Small Business Competitiveness Demonstration Program and was considered and placed under the HUBZone program.</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>07 Sep 2005</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ **29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

0002

05 R .

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	Page 3 of MAX AMOUNT
0001	All Work on Seneca Depot. FFP BASE YEAR -12 MONTHS Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contract. Enter Contractor's Coefficient %. PURCHASE REQUEST NUMBER: W16ROE-4159-9706		Lump Sum		
					<hr/>
					MAX NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	All Work on Seneca Depot. FFP Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Enter Contractor's Coefficient %.	UNDEFINED	Lump Sum		
					<hr/>
					MAX NET AMT

FOB: Destination

0002

05 R .

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	
0003			Lump Sum		
OPTION	FIRST YEAR OPTION - 12 MONTHS FFP Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.				

Page 4 of
MAX AMOUNT

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004			Lump Sum		
OPTION	FFP Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.				

MAX
NET AMT

FOB: Destination

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	Page 5 of MAX AMOUNT
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0005			Lump Sum		
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OPTION	SECOND YEAR OPTION - 12 MONTHS FFP Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contractor. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.				
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MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0006	FFP Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.				
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NET AMT

FOB: Destination

0002

0007

THIRD YEAR OPTION - 12 MONTHS
FFP
Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

0008

FFP
Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

0002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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Page 7 of
MAX AMOUNT

0009

FOURTH YEAR OPTION
FFP

Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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MAX AMOUNT

0010

FFP

Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

0002

05 R.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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MAX AMOUNT

0011

FIFTH YEAR OPTION -12 MONTHS
FFP

Unit work requirements to be performed during normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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MAX AMOUNT

0012

FFP

Unit work requirements to be performed during other than normal working hours on Depot as ordered in individual Task Orders against this contract. Coefficients for the option periods are subject to economic price adjustment from the base year. Do not enter coefficient here.

NET AMT

FOB: Destination

SCOPE OF WORK

SF 1442 Continued – Scope of Work

C-1. Scope of Work

C.1.1 The scope of work of this contract shall be determined by individual task orders issued hereunder. Upon receipt of a task order, the contractor shall provide all work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Government-furnished needed to repair, or construct real property facilities at Seneca Army Depot, Romulus,

N.Y. The contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits contained in this contract, delivery orders under this contract, or incorporated by reference. The contractor shall be responsible for site preparation and cleanup, for the contract and for each task order issued under the contract.

C.1.2. The contractor's work and responsibility shall include all planning, programming, administration, and management necessary to provide repair, construction, and related service as ordered. The work shall be conducted by the contractor in strict accordance with the contract and all applicable Federal, State of New York, and local laws, regulations, codes, or directives. The contractor shall insure that all work provided meets, or exceeds, critical reliability rates or tolerances specified or included in applicable referenced documents. Contractor shall perform the work such as supply, quality control, financial control, and maintain accurate and complete records, files, libraries of documents to include Federal, State, and local regulations, codes, laws, and technical manuals (TMs) listed herein, and manufacturers instructions and recommendations which are necessary and related to the work to be performed. Contractor shall provide related service such as preparing and submitting required reports, maintaining record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The contractor shall provide: materials lists to include trade names and brand names: and model material lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

C.1.3. All work will be ordered and funded when needed in accordance with the ordering clauses and procedures contained in Section 00800 of this contract.

C.1.4. The following documents and standards shall be used in the execution of work under the contract and are considered to be part of this contract.

C.1.4.1. Job Order Contract Technical Specifications, Volume I.

C.1.4.2. The technical specifications, Volume I, are numbered and organized like the 19XX edition of the Construction Specification Institute (CSI) master format. All specifications are in the Contract Task Catalog and Technical Specifications that are attached to this solicitation. The Technical Specifications, Volume I, is cross-referenced to the Unit Price Book (UPB), Volume II. This cross-reference is under the column labeled "UPB DESIG". Specifications that are broad in nature and contain a variety of items will have several UPB designators. Other specifications will not have UPB pricing information; these are item which are special ordered from the manufacturer of proprietary items peculiar to the manufacturer's own equipment.

C.1.4.2.1. The intent of these specifications is to furnish concise industrial or commercial standards for maintenance or repair of Government facilities.

C.1.4.3. Unit Price Book, Volume II.

C.1.4.3.1 The UPB, Volume II contains pricing information, e.g., Government Estimate, for the work to be accomplished and for the unit of measure specified. It consists of divisions 1 through 16, which coincide with divisions 2 through 19 of the Technical Specifications, Volume I (Table C-2 shows an example of a page from the UPB, pages C-7 through C-9).

C.1.4.3.2. A list of abbreviations to be used with the UPB, Volume II is provided as an attachment to this solicitation.

C.1.4.4. Standards. Contractor shall meet the standards stated in the Technical Specifications, Volume I, and all other applicable Government regulations, codes, or directives, applicable equipment specifications, manufacturers instructions, and recommendations related to the equipment receiving the repair or services inclusive of equipment or vehicles, supplies, parts, or materials utilized to provide the required work.

C.1.4.5. Electrical Equipment. All contractor equipment utilizing Government electrical source must meet UL Standards and be compatible with existing circuits. Contractor shall prevent operation, or attempted operation of equipment, which requires electrical power exceeding the capacity of existing circuits.

C.1.4.6. Material Storage. All materials stored at work sites shall be stored in a manner that precludes any safety or health risk to the public. Hazardous material or waste as defined by Federal Standard 313A shall be handled in accordance with Environmental Protection Agency Federal Regulations, State Department of Health, and Department of Transportation procedures. Contractor shall comply with EM 385 1-1, "Safety and Health Requirement Manual."

C.1.4.7. Sample Calculations. Table C-3 shows sample calculations that illustrate the use of the UPB. All dollar figures are for purposed of illustration only.

C.2. Construction Requirements. The contractor shall:

C.2.1. Acquire materials and use them to create the desired finished products. Account for and deliver all materials, labor hours, pay records, insurance, bonding, warranties, as-builts drawings, operations and repair manuals, instructions, keys, etc., as directed by the contracting officer or by KO authorized representative.

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C.2.2. Determine all materials required for each delivery order from plans, specifications, statement(s) of work, instructions, etc.

C.2.3. Consult with all interested parties at pre-construction and other conferences, necessary to resolved problems, disseminate information, etc.

C.2.4. Maintain close coordination with the caretaker project managers or a designated representative on matters relating to work in progress.

C.2.5. Perform all laboratory and field test(s), as directed by the contracting officer or representative, to demonstrate compliance with construction specifications.

C.2.6. Perform preliminary walk-through inspection with user organizations and caretaker staff to identify punch list items and discrepancies prior to final inspection. Walk-through inspection may be waived by the contracting officer or representative.

C.2.7. Be prepared to answer any questions on operations and use of the facilities or equipment(s) at the final inspection.

C.3. Design Requirements. The contractor shall.

C.3.1. Perform design services related to a proposed project. Design features will include, but are not necessarily limited to:

1. Design studies and reports;
2. Site Investigations and surveys;
3. Design calculations;
4. Design analysis;
5. Preparation of necessary drawings, specifications, and cost estimates, complete for construction.

C.3.2. Ensure that all design services conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, the contractor should request additional

instructions from the contracting officer. The contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked design documents.

C.3.3. Contractor must be efficient in design. All design and construction will be consistent with the principles of maximum economy, that is, with materials and finishes that result in minimum maintenance and costs. This should not discourage or prohibit efforts to producing complete, competent, properly coordinated, and thoroughly checked design documents.

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C.3.3.1. Conserve energy and incorporate features that can reduce energy consumption.

C.3.3.2. Visit all sites of proposed work, making the measurements necessary to delineate the extent, character, and type of work required at the project site.

C.3.4. Refer to available drawings. "As-built" (at time of original construction), or other reference drawings of some of the existing conditions, may be available for review at the Seneca Army Depot, Romulus, New York (These drawings are for reference only are not to be used for a basis of design until the contractor has verified them in the field).

C.3.5. Ensure that designs comply with the instructions of the contracting officer or authorized representative, which may include rough drawings, design review comments, Government publications and regulations, and other criteria.

C.3.6. Provide complete design computations for structural members and details, computations necessary to develop heating, air conditioning, refrigeration, ventilation, evaporative cooling, electrical systems (power and lighting), and utility distribution systems. The calculations will be presented in a clear and legible form incorporating a title page, table contents, and a tabulation showing all design loads and conditions. References will be identified and assumptions and conclusions will be explained.

C.3.7. Prepare contract drawings in sufficient detail so that when used with applicable specifications, the proposed construction will be sufficiently clear and definite and can be completed. Unforeseen conditions may require additional drawings.

C.7.1. Ensure that all construction details, legends, dimensions, notes, etc., are drafted in sufficient size and clarity so that lettering is legible in one-half scale reductions. Parallel lines shall never be so close that they will merge into one line on film. The clear space between lines shall always be of greater width than the adjoining lines. Similarly, lettering must have an open quality and have minimum height of 1/8 inch. Material indication symbols must be in bold print and not dense. Do not shade details. In no case shall plans showing structural steel items or concrete be made to a scale less than 1/8 inch to foot.

Further, drafting on the reverse side of drawings will not be permitted. Architect and engineer graphic scales will be used on all sheets.

C.4. Site Preparation and Cleanup. The contractor shall:

C.4.1. Coordinate with the caretaker staff on a sequence of procedures for gaining access to the premises, space for storage of materials and equipment, delivery of materials, use of approaches, corridors, stairways, and similar features of a structure. This coordination is

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required prior to commencement of work, at a time direct by the contracting officer, or authorized representative.

C.4.2. Move the furniture or portable office equipment in the immediate work area to a designated location prior to start of work, and replace these items to their original location upon completion of the work. The contractor will be liable for all damages incurred while moving furniture and equipment, and be responsible for contacting the appropriate agencies for movement of vending machines.

C.4.3. Perform cleanup and site restoration prior to final walk-through inspection. All projects shall be delivered in a clean, orderly and usable condition.

C.5. Disruption of Government Activity

C.5.1. The contractor shall not cause any disruption to the installation activity that is residing at the work sites. Planned activity will be coordinated with the caretaker staff and construction shall be accomplished in accordance with the schedule set forth in the respective delivery orders issued hereunder. Contractor's inability to meet the schedule under the terms of the respective delivery order shall be made known to the caretaker staff on a timely basis and in accordance with the terms and conditions of the contract.

C.6. General Requirements

C.6.1. The caretaker staff is responsible to the installation manager to operate and maintain all real property facilities at the Seneca Army Depot, Romulus, New York.

C.6.2. General Tasks and Standards.

C.6.2.1. Management. Contractor shall provide the construction management required to perform the work and meet all requirements. Acceptance of work shall be based upon the reasonable and logical judgment of the caretaker staff guided by the standards.

C.6.2.2. Contractor Inspection. Contractor shall inspect all facilities repaired or constructed under the contract. Contractor shall inspect to assure that all required work is accomplished as specified. Contractor prepare and maintain inspection files which shall reflect past and current inspection dates, results of all inspections made, correction required and performed.

C.6.3. Indefinite Delivery. Contractor shall receive requests for delivery order proposals for firm-fixed price for work requirements within the scope of the contract. Contractor

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shall respond to such requests within time specified unless additional time is granted, in writing, by the ordering officer.

C.6.3.1. Non-pre-priced Work: The value of non-pre-priced work under an order shall not exceed ten percent (10%) of the value of the pre-priced work, including consideration of the coefficient applied to the pre-priced effort.

C.6.3.2. Work Requirements – Non-pre-priced. In addition to the work unit requirements in the job order contract technical specifications Volume I, and the UPB Volume II, the Government may, from time to time, require work units not contained in these documents. The parties will negotiate these requirements in accordance with the ordering clause contained in Section 00800 of this contract. These non-pre-priced work unit requirement shall be incorporated in individual deliver orders and the contractor shall accomplish those requirements with the same diligence as those work units incorporated in this contract in the UPB technical specifications.

C.6.4. Quality Control Program. The contractor shall perform the quality control program considered by the Government at contract award and shall insure that insure that all work and requirements of the contract are met as specified.

C.6.4.1. Contractor QC program will be evaluated during source selection. The contractor shall submit a written quality control plan and notify the contracting officer, in writing, of any proposed change to the program. No change shall be implemented prior to review and acceptance by the contracting officer.

C.6.4.2. The contractor is required to maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality. In addition, the contractor shall:

C.6.4.2.1. Implement the quality control program accepted by the Government during the proposal's evaluation.

C.6.4.2.2. Designate a focal point responsible for ensuring quality.

C.6.4.2.3. Comply with industry standards except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

C.6.4.2.4 .Participate in Government inspections and verifications as required. Perform and validate corrective actions resulting from identified deficiencies.

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C.7. Performance Evaluation Meetings. The contractor shall meet with the contracting officer or the designated authorized representative as requested during contract performance. Mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the Government. The minutes shall be signed by the contracting officer or the designated authorized representative and the contractor. Should the contractor not concur with any minutes, the contractor shall so state in writing, and the differences will either be correct to reflect mutual agreement, or if an agreement cannot be reached, the contractor's statement shall be filed with the minutes of the meeting.

Section 00100 - Bidding Schedule/Instructions to Bidders

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SECTION TITLE

SF1442 - Solicitation, Offer, and Award
Statement of Work

00100 – Bidding Schedule/Instructions to Offerors

00110 – Proposal Submission and Evaluations

00120 – Proposal Evaluation and Contract Award

00600 – Representations and Certifications and Other Statements of Offerors

00700 – Contract Clauses

00800 – a. Special Contract Requirements

b. Davis-Bacon General Wage Decision No. NY 20030058, NY 20030043, and NY 20030053.

c. Past Performance Questionnaire.

d. EPA List of Recyclables

e. CONTRACT TASK CATALOG 2,528 PAGES. TECHNICAL SPECIFICATIONS 3,940 PAGES.

RETURN THE FOLLOWING WITH YOUR OFFER:

SF 1442

Section 00600 -Representations and Certifications and Pre-Award Information 20% Bid Bond or \$1,000.000.00 whichever is less.

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**** BONDS** -Matter of All Seasons Construction, Inc., GAP Decision B-291166.2. Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

1. **AMENDMENT:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

2. **AMENDED PAGES.** If any of the amendments furnished amended offer pages, the amended offer pages must be used in submitting your offer.

3. **BID GUARANTEE:** Sufficient bid guarantee in proper form must be furnished with your offer. See Section 00700, FAR 52.228-1.

4. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

5. **TELEGRAPHIC MODIFICATIONS:** The New York District does not have the capability of receiving commercial telegrams directly. Offerors who want to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the designated location. Any doubt as to time should be resolved in

favor of EXTRA TIME. Transmission by Fax to this office is NOT ACCEPTABLE.

6. OFFER ACCEPTANCE PERIOD: The minimum offer acceptance period is specified in block 13D of SF 1442, Solicitation, Offer, and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

7. RFP RESULTS: A Request for Proposal is a negotiated procurement. As such, offer results are not available on the web. Participants will be notified by letter as to the status of their offer.

8. CENTRAL CONTRACTOR REGISTRATION: Per FAR Clause 52.204-7, Central Contractor Registrations (OCT 2003), registration is required prior to award of army contract from a Solicitation issued after May 31, 1998. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next successful registered Offeror. Offerors and Contractors may obtain information on registering and annual confirmation

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requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

9. HUBZONE SMALL BUSINESS SET-ASIDE: This procurement is set-aside exclusively for HUBZone Small Business. The NAICS Code is 236220. The size standard is \$28.5 Million.

10. BIDDING DOCUMENTS: Register for this solicitation at <http://www.nan@usace.army.mil>. Contract and Bid.

SECTION 00100 - CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.228-1	Bid Guarantee	SEP 1996
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
52.214-35	Submission of Offers In U.S. Currency	APR 1991
52.216-27	Single or Multiple Awards	OCT 1995
52.228-1	Bid Guarantee	SEP 1996
52.225-10	Notice of Buy American Act Requirement – Construction Materials	MAY 2002
52.252-3	Alterations in Solicitation	APR 1984

SECTION 00100 - CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

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(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

- (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FirmFixed-Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total

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price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
5.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

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- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is New York State, Schuyler, Yates and Seneca Counties, and city of Romulus, NY.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from U.S. Army Corps of Engineers, ATTN: CENAN-CT, Room 1843, 26 Federal Plaza, New York, NY 10278.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

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(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

SECTION 00110 - Proposal Submission

PROPOSAL SUBMITTAL INSTRUCTIONS

The Government will use a Best Value competitive method utilizing the Tradeoff process for this source selection. Proposals shall be submitted in two separate envelopes as follows:

1. One envelope shall contain the Technical Proposal described below. It should be clearly marked "Technical Proposal RFP No. W912DS-05-R-0002". An original and four copies are required. The Technical Proposal shall be limited to 75 pages, and tabbed with the four parts specified in Evaluation Factors. Proposals containing extraneous and irrelevant material will be viewed as a lack of understanding of the requirements on the part of the offeror.
2. The second envelope shall contain the Price Proposal described below. It should be clearly marked "Pricing Proposal, RFP No. W912DS-05-R-0002". An original and one copy are required.

3. Proposals shall be submitted prior to the closing date to the following address:

U.S. Army Corps of Engineers
 Attn: CENAN-CT, Room 1843
 26 Federal Plaza
 New York, NY 10276-0090

I. TECHNICAL PROPOSAL

An offeror's Technical Proposal shall address the following areas. The offeror shall prepare the Technical Proposal in a format that follows the outline of evaluation factors specified in Section 00800, Evaluation Factors for Award. Care should be taken to ensure that no pricing information is contained in the Technical Proposal.

1. Management Plan (Tab A). The offeror shall submit a list of proposed management and on-site staff, their backgrounds, and respective positions with regard to this contract. They should address their ability to coordinate multiple subcontractors on single or multiple projects; their response time to Government needs; their purchasing system; a plan to administer payroll and labor relation functions; and provide a Quality Control Plan. Such areas of consideration should be:

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- a. Explain plan for interaction between the Government and Contractor staff. Provide an organizational chart to clearly delineate the lines of authority and leadership of key personnel and project managers. Outline the proposed corporate and on-site staff, their resumes, responsibilities and authorities with regard to this contract and how they will interface with each other.
- b. Outline the minimum and maximum on-site staffing levels and describe how and when staffing levels will be adjusted. Discuss the proximity to the installation and how this may effect response time. Address responsibilities, capabilities, and levels of authority in order to assure project accomplishment in a timely and responsive manner. Explain management controls in this process and discuss staffing levels available to cope and negotiate delivery orders simultaneously and effectively. Discuss how staff will provide sketches, plans, shop drawings and as-built drawings, and a plan for ensuring accuracy of sizing calculations (dimensions, electrical capacity, load limits, HV AC sizing, etc). Outline how staff will control cost and be responsible for requisition, purchase, delivery, and inspection of materials.
- c. Develop a proposed Quality Control Plan. Describe what measures and controls will be taken to insure that requirements will be met. Outline the quality control staffing to include experience, training and education requirements and what disciplines of construction are areas of expertise. Outline the quality control staff qualifications, responsibilities and authority, and quality control reporting procedure. Outline what measures will be taken to correct construction deficiencies. Outline a proposed safety

plan, explaining how Occupational Safety Health Administration (OSHA) and the requirements of EM-385-1-1 will be met.

2. Work. Execution. (Tab B). This section shall address the extent and rationale for in-house and subcontract work distribution and local contractor support.

a. Provide rationale for selection and utilization of subcontractors. Explain the subcontracting support capability; criteria for subcontractor selection; plan for coordinating, scheduling, and ensuring timeliness of work execution; and completion of multiple projects with multiple subcontractors. Discuss how the subcontracted effort will be integrated into the total contract effort. What means of communication will there be between contractor and subcontractor? How will multiple projects affect plans? Delineate controls management will have on timeliness and quality of subcontracted effort. Discuss utilization of local business, in the vicinity of the installation, as either a prime or subcontractor.

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b. Vicinity, as used in the Defense Federal Acquisition Regulation Supplement (DFARS), means the county or counties in which the military installation is located and all adjacent counties. In accordance with DFARS 226.7102 policy, businesses located in the vicinity of a military installation that is being closed or realigned under a base closure law, including 10 U.S.C. 2687, and small and small disadvantaged businesses shall be provided maximum practicable opportunity to participate in acquisitions that support the closure or realignment, including acquisitions for environmental restoration and mitigation.

3. Experience (Tab C). Describe the ability to simultaneously manage/construct multiple small to medium scale construction and repair projects and provide a list of all projects within the last 5 years. Include actual and scheduled start, completion and duration dates and a list of references. References should include company name, point of contact, and phone number. This should include a list of terminated projects. Be specific regarding experience, especially that relating to facilities maintenance and repair projects and minor new construction. Identify scopes of work in previous projects to include types and levels of skills, trade, and equipment.

4. Past Performance (Tab D). See Factor D in Evaluation Factors, Section 00700 and Past Performance Questionnaires, attached. Return Past Performance Questionnaires to: U.S. Army Corps of Engineers, New York District, Contracting Division, ATTN: CENAN-CT, Room 1843, 26 Federal Plaza, New York, NY 10278-0090. Faxed completed Questionnaires are acceptable at (212) 264-3013. QUESTIONNAIRES MUST BE RECEIVED BY CLOSING DATE SET FOR RECEIPT OF PROPOSALS.

II. PRICE PROPOSAL

The offeror shall submit in Section 00100 this solicitation, the offeror's price coefficients to accomplish the tasks described herein. The Contractor shall submit completed Standard Form 1442, with price coefficients completed in Items 0001 and 0002 for the Base Year.

The Price Proposal shall include all the requisite cost elements, which comprise the coefficient and a narrative to support the proposal. A clear audit trail must be evident as to the conversion of costs to the coefficients.

Failure to provide the supporting documentation may render the offeror non-responsive and the offer may be removed from the competitive range.

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PREPROPOSAL CONFERENCE

A preproposal conference in connection with the Request for Proposals will be held at Seneca Army Depot, Building 125, 5786 State Rt. 96, Romulus, NY on August 25, 2005 at 9:00 AM. Offerors attending the conference shall meet at the U.S. Army Corps of Engineers, 5786 State Route 96, Building 125, Romulus, NY 14541-0009. The Point of Contact for the U.S. Army Corps of Engineers is Ms. Janet Fallo, telephone number (609) 869-1248 and for the Seneca Army Depot is Mr. Stephen Absolom, telephone number (609) 869-1309. Contractors will need to provide their names, company name, and driver's license.

Technical and administrative personnel will be on hand to discuss the requirements and answer questions. In order to expedite the discussions, prospective offerors are requested to SUBMIT WRITTEN QUESTIONS, specifying the section and paragraph of the RFP for which clarification is desired. Questions shall be submitted to the address shown in this Section 00110. Questions must be submitted to the Contracting Officer on or before that time. All answers will be in writing and will be included in the "Preproposal Conference questions and answers", and provided to prospective offerors as an informational item.

III. A subcontracting plan is not required of Small Businesses.

SECTION 00120 - Proposal Evaluation and Contract Award

EVALUATION FACTORS FOR AWARD

A. BASIS OF AWARD.

GENERAL

- (i) Subject to the terms and conditions contained herein, award will be made to a single offeror. No proposal will be accepted that does not contain clear and concise evidence of the contractor's ability to provide work in accordance with this solicitation.
- (ii) The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.
- (iii) Proposals that are unrealistic in terms of management, technical, quality, or has unrealistic low coefficients will be deemed indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and will be rejected.

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- (iv) Award will be made to the offeror whose offer will be most advantageous to the Government considering the evaluation factors stated below.

B. EVALUATION FACTORS

In selecting the offeror most advantageous to the Government, the following factors will be considered, in descending order of importance.

- a. **Management Plan** - (Factor). Subfactors (1), (2), and (3) are listed in descending order of importance.

Subfactor (1). Interaction between government/contractor staff.

Subfactor (2). Staffing levels and response time.

Subfactor (3). Quality Control Plan.

- b. **Work Execution and Subcontracting Plan** - (Factor).

Subfactor (1). Selection and utilization of contractors.

Subfactor (2). Use of local business

- c. Experience - (Factor). Ability to manage/construct multiple small to medium scale construction and repair projects.

- d. **Past Performance** -(Factor). Client/Agency Surveys.

The offeror shall demonstrate at a minimum, satisfactory performance and evaluation information, including timely completion of punch list and warranty work, for the projects submitted. Typical projects that the Government needs, includes road repair, repair potholes, plumbing, roof repair, and painting.

In case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated by the factor (factor will be excluded).

C. Competitive Range

a. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated

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proposals, unless the range is further reduced for purposes of efficiency. Discussion will be held only with proposal in the competitive range.

b. After evaluating all proposals, the contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Offerors are advised that the competitive range may be limited for purposes of efficiency.

D. Price Evaluation. Price will be evaluated separately.

Price will be evaluated using price analysis techniques. In selecting the best overall proposal, the Government will consider the value of each proposal in terms of the quality offered for the price. **The importance of price in the selection will increase as the quality differences between proposals decrease.** For the purpose of evaluation, the Government will assume that 95% of the work will be done during normal working hours and that 5% will be done in other than normal working hours.

E. Basis of Award

Award will be made to an acceptable offer, the price or cost of which is not the lowest, but is sufficiently more advantageous than the lowest offer so as to justify the payment of a higher price or cost. Offerors are advised that only offers submitted on a Firm-Fixed Price basis will be considered and that offers submitted on other than a Firm-Fixed Price basis will be declared non-responsive.

Section 00600 - Representations & Certifications

CORPORATE CERTIFICATE

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE **APPLICABLE PORTION** OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.
(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 00600 -CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-4	Recovered Material Certification	OCT 1997
52.223-14	Toxic Chemical Release Reporting	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
52.232-13	Notice Of Progress Payments	APR 1984
252.225-7031	Secondary Arab Boycott of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT**52.202-1 DEFINITIONS (JUL 2004)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (236220) (insert NAICS code).

(2) The small business size standard is (\$28.5M) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

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____ Over 1,000 ____ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation on Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate I	OCT 1997
52.216-14	Allowable Cost and Payment--Facilities Use	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB999
52.222-30	Davis -Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	AUG 2000
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-5	Insurance – Work On A Government Installation	JAN 1997
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999

52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-27 Alt I	Site Visit (Construction) (Feb 1995) - Alternate I	FEB 1995
52.236-28	Preparation of Proposals --Construction	OCT 1997
52.243-4	Changes	AUG 1987
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-8	Liability for the Facilities Deviation	JAN 1997
52.245-11	Government Property (Facilities Use)	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-10	Inspection of Facilities	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delievery Of Government-Furnished Property	JUN 2003
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984

52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-13	Failure to Perform	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-6	Authorized Deviations in Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 199
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Suncontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Governemtn of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252-243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 2000
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAR 2000
5152.237-9000	Economic Price Adjustment (Job Order Contracts)	

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CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

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(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (in accordance with the Ordering Procedures) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (in accordance with the Ordering Procedures). * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a

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supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.245-7 GOVERNMENT PROPERTY (CONSOLIDATED FACILITIES) (MAR 1996)

(a) Definitions. For the purpose of this contract, the following definitions apply:

"Facilities," as used in this clause, means all property provided under this facilities contract.

"Related contract," as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipments of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Period of this contract. If not otherwise specified in the contract and if not previously terminated under paragraph (m), the use of the facilities authorized under this contract shall terminate 5 years after its effective date. Thereafter, if continued use of the facilities by the Contractor is mutually desired, the parties shall enter into a new contract that shall incorporate such provisions as may then be required by applicable laws and regulations. The parties may, by written agreement, extend the use of the facilities under this contract beyond this 5-year period to permit the completion of any then-existing related contracts and subcontracts.

(d) Title in the facilities. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and vest in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under paragraph (h) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in performing this contract;

(ii) Commencement of processing or use of the property in performing this contract; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

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(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others of, any of the facilities.

(6) The Contractor may, with the written approval of the Contracting Officer, install, arrange, or rearrange, on Government-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contracting Officer determines that it is so permanently attached that removal would cause substantial injury to Government property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings or other real property without advance written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property, that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

(e) Location of the facilities. The Contractor may use the facilities at any of the locations specified in the Schedule and, with the prior written approval of the Contracting Officer, at any other location. In granting this approval, the Contracting Officer may prescribe such terms and conditions as may be deemed necessary for protecting the Government's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.

(f) Notice of use of the facilities. The Contractor shall notify the Contracting Officer in writing--

(1) Whenever use of all facilities for Government work in any quarterly period averages less than 75 percent of the total use of the facilities; or

(2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.

(g) Property control. The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with the provisions of Federal Acquisition Regulation (FAR) Subpart 45.5 in effect on the date of this contract. The provisions of FAR 45.5 are hereby incorporated by reference and made a part of this contract.

(h) Maintenance. (1) Except as otherwise provided in the Schedule, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment.

(2) As soon as practicable after the execution of this contract, the Contractor shall submit to the Contracting Officer a written proposed maintenance program, including a maintenance records system, in sufficient detail to show its adequacy. If the Contracting Officer agrees to the proposed program, it shall become the normal maintenance obligation of the Contractor. The Contractor's performance according to the approved program shall satisfy the Contractor's obligations under subparagraphs (h)(1) and (h)(5) of this clause.

(3) The Contracting Officer may at any time direct the Contractor in writing to reduce the work required by the normal maintenance program. If such order reduces the cost of performing the maintenance, an appropriate equitable adjustment may be made in any affected related contract that so provides.

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(4) The Contractor shall perform any maintenance work directed by the Contracting Officer in writing. Work in excess of the maintenance required under subparagraphs (h)(1) through (h)(3) of this clause shall be at Government expense. The Contractor shall notify the Contracting Officer in writing when sound industrial practice requires maintenance in excess of the normal maintenance program.

(5) The Contractor shall keep records of all work done on the facilities and shall give the Government reasonable opportunity to inspect these records. When facilities are disposed of under this contract, the Contractor shall deliver the related records to the Government or, if the Contracting Officer directs, to third persons.

(6) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of; until the expiration of the 120-day period stated in subparagraph (n)(4) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.

(i) Access. The Government and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.

(j) Indemnification of the Government. The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance—Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.

(k) Late delivery, diversion, and substitution. (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.

(2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to--

(i) Deliver any of the facilities to locations other than those specified in the Schedule; or

(ii) Assign purchase orders or subcontracts for any of the facilities to the Government or third parties.

(3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any nondelivery, delay, diversion, or substitution under this paragraph (k).

(l) Representations and warranties. (1) The Government makes no warranty, express or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by the Government before their shipment.

(2) If the Contractor receives facilities in a condition not suitable for the intended use, the Contractor shall, within 30 days after receipt and installation thereof, so notify the Contracting Officer, detailing the facts and, as directed by the Contracting Officer and at Government expense, either (i) return such item or otherwise dispose of it or (ii) effect repairs or modifications. An appropriate equitable adjustment may be made in any related contract that so provides and that is affected by the return, disposition, repair, or modification of any facilities.

(m) Termination of the use of the facilities. (1) The Contractor may at any time, upon written notice to the Contracting Officer, terminate its authority to use any or all of the facilities. Termination under this paragraph (m)

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shall not relieve the Contractor of any of its obligations or liabilities under any related contract or subcontract affected by the termination.

(2) The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in the Failure to Perform clause of this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice.

(n) Disposition of the facilities. (1) The provisions of this paragraph (n) shall apply to facilities for which use has been terminated by either the Contracting Officer or the Contractor under paragraph (m), except as provided in subparagraph (n)(2).

(2) Unless otherwise directed by the Contracting Officer, this paragraph shall not apply to facilities terminated by the Contractor if--

(i) The facilities terminated do not comprise all of the facilities in the possession of the Contractor; and

(ii) The Contracting Officer determines that continued retention of the facilities will not interfere with the Contractor's operations.

(3) Within 60 days after the effective date of any notice of termination given under paragraph (m), or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in a form satisfactory to the Contracting Officer, an accounting for all the facilities covered by the notice.

(4) Within 120 days after the Contractor accounts for any facilities under subparagraph (n)(3), the Contracting Officer shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in subparagraph (n)(6). In its disposition of the facilities, the Government may either--

(i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or

(ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--

- (A) The preparation, protection, removal, or shipment of the affected facilities;
 - (B) The retention or storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;
 - (C) The restoration of Government-owned property incident to the removal of the facilities from such property; and
 - (D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.
- (5) If the Contracting Officer fails to give the written notice required by subparagraph (n)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (n)(4).
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- (6) Nonseverable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.
 - (7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (n)(6).
 - (8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (n)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.
 - (9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (n)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

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- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;

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- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

52.216-216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such Order may be issued from, In accordance with the ordering procedures, through, In accordance with the ordering procedures [insert dates].

(End of clause)

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52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

Section 00800 - Special Contract Requirements**SPECIAL CONTRACT REQUIREMENTS****1. MINIMUM CONTRACT VALUE**

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated by a series of task orders, will not be less than \$20,000 for the initial 12 month contract period and \$10,000 for each option year if the Government exercises the option provision. The maximum dollar value of the contract is \$1,000,000 for the initial 12 month contract period and \$1,000,000 for each of the five (5) 12 month option years if the Government exercise the option provision (see Section 00700, Clause 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 1989). Minimum task order shall be \$1,000.00.

If the Government's requirements for services set forth in the solicitation do not result in orders in the amount described as "maximum", the event shall not constitute the basis for an equitable price adjustment under this contract.

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2. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, if the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will no breach or otherwise violate this contract.

3. NON-PREPRICED WORK

Items of work not covered by this contract but within its scope may be negotiated by the Contracting Officer or his designated representative and added at any time during the contract term. Added items of work shall be incorporated into and made a part of the taskorder and shall be performed at the negotiated unit price. Non-prepriced work shall be so noted on each task order. Repetitive items may be negotiated and incorporated by modification to the contract, executed by the Contracting Officer. Non-prepriced proposals shall be supported with verifiable documentation supporting competitive quotes, catalog price, etc. for all non-prepriced work. Non-prepriced items shall be proposed in bare costs only (material, equipment and labor) multiplied by the quantity and the overhead and profit rate.

4. HOURS OF WORK

The Contractor shall accomplish the tasks required by the task order issued hereunder during the normal working period of 7:00AM to 3:30PM, Monday through Friday. Federal Holidays excepted.

5. ORDERING PROCEDURES

a. As the need exists for performance under the terms of this contract, the Contracting Officer or his/her authorized representative will notify the Contractor, in writing, of an existing requirement.

b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government within 7 working days by visiting the proposed work site in the company of the Contracting Officer or his /her authorized representative or establishing verbal contact with either to further define the scope of the requirement. See Section 00700, FAR Clause 52.216-19, Order Limitations.

c. Upon establishment of the scope of the individual requirement, the Contractor shall then be requested in writing by the Contracting Officer or his/her authorized representative to prepare his proposal for accomplishment of the task.

(1) The Unit Price Book shall serve as the basis for establishing the value of the work to be performed on a unit price basis for prepriced work.

(2) Non-prepriced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed upon by the Government and the Contractor.

(3) The Contractor's proposal must be supported by necessary documentation to indicate

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that adequate engineering and planning to accomplish the requirement has been done. Examples of documentation that might reasonably be expected would include sketches or working drawings, calculations, catalog cuts, specs, etc. The Contractor's co-efficient factor must contain overhead, profit, insurance, and all other costs including, but not limited to compliance with environmental laws, tax laws, protection or moving of government property and engineering services, as no allowances will be made later for any other prepriced or non-prepriced item unit prices.

(4) Time for submittal of the Contractor's proposal for individual requirements will be agreed upon by the Government and the Contractor based on the value of the delivery order, and the urgency of the requirement, as defined or established during initial planning. In the absence of an agreement, the proposal shall be submitted within three (3) working days after the work site scope validation meeting.

d. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the Contractor the method, non-prepriced items performance times and quantities.

e. Task orders will then be issued using a DD Form 1155. Each delivery order at a minimum will include the following information.

- (1) Date of the Task Order.
- (2) Contract number and Task Order number.
- (3) Delivery order price, delivery or performance data.
- (4) Accounting and appropriation data.
- (5) Wage Rates.
- (6) Scope of Work.

- (7) Completion Date.
- (8) Any other pertinent data.

f. The Contractor should realize that circumstances might prohibit the Government from issuing an individual delivery order even after the receipt of the Contractor's delivery order proposal. If such circumstances arise, the Government is not obligated to reimburse the Contractor for any costs incurred in the preparation of the delivery order proposal.

6. GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

a. The Contractor shall provide transportation of any Government-furnished equipment/materials included on the delivery order. The equipment/materials will be transported from the Government storage area to the work site indicated on the task order. The contractor assumes the risk and responsibility for the loss or damage to Government-furnished property (GFP). The Contractor shall follow the instructions of the contracting officer's representative regarding the disposition of all GFP not consumed in performance of a task order.

b. The unit price book included in this contract was developed on the basis that the Contractor would furnish all equipment and materials to accomplish the requirements of the contract. It is agreed between the parties that from time to time, it may be advantageous for the Government to furnish equipment and/or materials for an individual job order. In such event, it is agreed that the work unit in

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the unit price book will become a non-prepriced work unit solely for the purpose of adjusting the unit price to reflect the value of the Government furnished equipment/materials.

c. The Contractor will purchase software from Gordian Group to assist in preparing cost proposals. This software will contain an electronic version of the unit price book (UPS), Volume II, which can be accessed on the equipment provided by the Contractor to locate and select desired items from the UPS. Once the desired items are selected, the software provides for selection of quantities and, based on the selected quantities, will extend and total UPS costs for each proposal. The software will also permit introduction of non-prepriced items and the application of the contractor coefficients.

7. SECURITY REQUIREMENTS

The Contractor shall comply with security regulations imposed by the Installation Manager and/or the agency occupying the space where work is to be performed, including any necessary security clearances or compliance procedures.

8. SCHEDULING WORK

As part of the required scope validation site visit and conference, the Contractor and the ordering officer or his designated representative will agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees.

9. EQUIPMENT AND FURNITURE

a. Furniture and portable equipment in the immediate area will be moved by the contractor and replaced to original position upon completion of work. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original position, the ordering officer will be notified and new locations will be designated by the ordering officer for replacement of the furniture and equipment by the Contractor.

b. Delivery of materials and equipment and accomplishment of work shall be made with a minimum of interference to Government operations and personnel.

c. Specific delivery and accomplishment of work requirements for each delivery order as appropriate shall be included in the individual Request for Proposal.

10. RECORD DRAWINGS

The Government will make a set of record drawings available to the Contractor for use in accomplishing the requirements of each delivery order. The Contractor shall maintain these record drawings current by revising the drawings to incorporate all changes arising out of work performed on this contract. The Contractor shall prepare the report of the submission and acceptance of revised drawings as part of the acceptance process of each delivery order issued hereunder. Additionally, the Contractor shall promptly

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advise the ordering of any observations during contract performance of deficiencies in record drawings. In the event subsurface utility lines are located in other than locations indicated in record drawings, the ordering officer will be promptly advised of the observation. For subsurface utility lines placed or moved by the Contractor, actual locations shall be included in revised record drawings, and the revised drawings will include, by offset dimensions to two permanently fixed surface features, the end of each run, including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. For structures or facilities affected by work under this contract, the Contractor, at the time of beneficial occupancy of each structure or facility involved under the contract, shall submit to the ordering officer "as-built prints" showing the aforementioned data. In the event the Contractor fails to maintain the record drawings as required herein, the ordering officer will consider that satisfactory progress has not been achieved under the delivery order. The ordering officer will withhold 10% of any progress payments due on the delivery order until such drawings are provided. In the event the Contractor fails to provide the record of changes and revisions to record drawings required hereunder within 90 days following completion of the construction work required by any delivery order, the Government will reduce the amount of any progress payment due under this contract by an amount equivalent to the estimated cost to the Government to record the changes to the record drawings.

11. ENVIRONMENTAL PROTECTION

a. The Contractor shall be responsible to protect the environment of work areas as affected

by this Contract. The Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants and refuse in accordance with all Federal, State, and local codes and regulations.

b. All chutes for refuse, and the like, shall be covered or of such a design as to fully confine the material to prevent the dissemination of dust.

12. CONSTRUCTION SITE MAINTENANCE

The Contractor shall store all supplies and equipment on project site (s) so as to preclude mechanical and climatic damage and maintain sites in a neat and orderly manner at all times.

13. NOISE CONTROL/ABATEMENT

a. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control.

b. The Contractor shall comply with all Federal, State, and local laws, regulations, and standards regarding environmental pollution. All environmental protection matters shall be coordinated through the Contracting Officer with the Base Environmental Coordinator (BEC). The BEC is in building 123, Seneca Army Depot, telephone No. (607) 869-1309.

14. SITE PROTECTION

a. The Contractor shall provide adequate climatic protection for exposed parts of buildings wherever work under this contract is performed.

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b. The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. This includes equipment that is removed in the performance of delivery orders where directed for reuse in work as required by drawings and specifications. Equipment temporarily removed that is in good operating condition at the time of removal shall be protected, cleaned and replaced equal to or better than its condition prior to its removal. Security for equipment or material that is to be reused and is removed for temporary storage at the work site shall be the sole responsibility of the Contractor. If the Contractor considers the equipment to be at risk after removal, arrangements should be made with the COR for Government storage while removed. Transportation to and from the Government storage site shall be provided for and at the Contractor's risk. The Contractor shall remain responsible for continued suitability for reuse of any equipment so stored by the Government.

15. TRUCKING

The Contractor shall require that all trucks entering or leaving the site with loose materials be loaded and covered in a manner that will prevent dropping of materials on streets while in transit. Suitable tarpaulins shall be placed over the loads for materials subject to blowing.

16. TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the ordering officer. The contractor at the Contractor's expense shall provide adequate and suitable temporary facilities in the event work is in a remote area.

17. RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

All items having any apparent historical or archeological interest, which are discovered in the course of any construction, demolition, or site activities shall be carefully preserved. In the event an archeological find is encountered during performance of work hereunder, the Contractor shall immediately cease work in the area of the find; leave the archeological find area undisturbed, and shall immediately report the find to the contracting officer representative. The Contractor is cautioned that investigation of archeological sites on Federal Land without a permit is illegal and subjects the violator to a fine and/or jail sentence.

18. UTILITIES

The Government will not provide utilities, such as electrical, telephone, water, sewage, etc. The Contractor will pay for these services from local utility companies who will identify service tie-in points. Connection to these tie-in points shall be the responsibility of the Contractor. The Government shall not be liable for any claims for costs associated with temporary outages or unavailability of these utilities. The Contractor will be responsible for installation of meters. Space is available for contractor trailer.

19. OPTION TO EXTEND CONTRACT PERFORMANCE

Notwithstanding any other clause of this contract, including option clauses, if offers have been competitively solicited for the follow-on award of this contract, the Government may extend the then

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current contract performance period for not less than one month nor more than three months on the same terms and conditions as applicable to the then current performance period. A written notice of an extension under this clause shall be furnished to the Contractor not less than 30 days prior to the expiration of the existing contract.

20. SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOALS

Not applicable to small business HUBZone set-aside.

21. FIRE PREVENTION

The Contractor shall insure that his employees and subcontractors know how and where to activate the facility's fire alarm system. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash.

22. SALVAGE AND SALVAGE DISPOSAL

a. The material and equipment which are removed or disconnected and, in the opinion of the Government, are of value, but are not specified for reuse, shall remain the property of the Government. The COR shall be informed of the presence of the property and disposition instructions shall be requested.

b. Debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract, to which the Government does not claim a further interest as a result of the preceding paragraph, shall be disposed of by and at the expense of the Contractor at a location off Government property. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and state and local regulations. The contract coefficients include the cost of all clean up, including final clean up on each individual job order.

23. ACCESS TO BUILDINGS

a. It shall be the Contractor's responsibility, through the contracting officer representative, to obtain access to buildings to be opened and closed. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the building(s) at the end of each workday. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the contracting officer representative decides that the Contractor's employees must replace a lock because of the loss of a key, the Contractor shall be responsible for the cost of that replacement or responsible for the replacement. Similarly, the Contractor shall pay the cost of changing a combination if the contracting officer representative has reasonable cause to assume that the combination has been compromised.

b. The Contractor shall report the loss of a key or compromise of a combination not later than close of business on the next workday.

c. It is the responsibility of the Contractor to prohibit the use of Government issued keys

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by any persons other than the Contractor's employees authorized such use. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

d. Provisions associated with this clause may be applied at the subcontractor level when authorized by the contracting officer representative.

24. INSURANCE

a. Prior to issuance of Notice to Proceed, the Contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below, in accordance with the "Insurance – Work on a Government Installation" clause, (FAR 52.228-5) contained in Section 00700.

REQUIRED INSURANCE:

The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) General Liability Insurance (comprehensive form of policy):

Bodily Injury Liability - \$500,000 per occurrence

Property Damage Liability - \$20,000 per accident.

(2) Automobile Liability Insurance (comprehensive form of policy):

Bodily Injury Liability - \$200,000 per person and \$500,000 per accident

Property Damage Liability - \$20,000 per accident

(3) Workmen's Compensation and Employer's Liability Insurance: - Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000.00 is also required.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The Certificate of Insurance evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1). For such period as the laws of the State in which this contract is to be performed prescribe; or

(2). Until thirty (30) days after the Insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor

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shall maintain a copy of all subcontractors' proof of required insurance, and shall make copies available to the Contracting Officer upon request.

25. PAYMENT AND PERFORMANCE BONDS

Prior to issuance of Notice to Proceed the Contractor shall furnish two bonds with satisfactory security; namely, a performance bond (Standard Form 25) and payment bond (Standard Form 25-A). The performance bond shall be in the penal sum of \$1,000,000.00. The penal sum of the Payment Bond shall be in the sum of \$1,000,000.00. The penal sum of the performance and payment bond must equal 100 percent of the estimated annual value. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be acceptable if each such surety deposits cash, bonds, or notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or such other security as the Contracting Officer may deem necessary for the required amount of the Guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United

States for at least one year after completion of the contract. The Contractor shall be responsible for monitoring the bonding requirements set forth in FAR 28.102-2 (a) and (b), and shall obtain additional protection as necessary. This additional protection shall be available so as to preclude delays in the placement of orders.

26. CONTRACTING OFFICER REPRESENTATIVES

The Contracting Officer may designate, in writing, authorized representatives for the purpose of discharging prescribed contractual duties and responsibilities. Contracting officer representatives (CORs) shall not be authorized to change or alter any of the terms and conditions of this contract. Only the Contracting Officer, if any, will make such changes. Whenever authorized representatives have been designated, the Contracting Officer reserves the right to withdraw such designation, and notification of any such action shall be given to the Contractor.

27. REGULATIONS

The site of the contract work is on Federal property and all rules and regulations issued by the Manager of Seneca Army Depot, Romulus, NY or other appropriate individuals exercising authority covering fire, safety, sanitation, severe weather conditions, admission to the installation, conduct of operations, etc., shall be observed by the Contractor, contractor employees, and subcontractors. The regulations include:

a. *Fire Prevention.* Contractor and subcontractor employees shall be cognizant of, and shall comply with, all requirements for handling and storing combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with National Fire Code and National Board of Fire Underwriters. The Contractor shall require employees to become familiar with methods of activating the installation's fire alarms.

b. *Safety.* All rules of safety which are or may be imposed upon the Contractor by Federal, State, or local code or regulation shall be effectively carried out in the performance of the work set forth herein, Contractor shall take proper safety and health precautions to protect the work, the Contractor's employees, the public, and the property of others.

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c. *Sanitation.* The Contractor is responsible for and shall maintain all Government shops, buildings, structures, and areas used by the Contractor in performance of the contract in a clean, neat, orderly, sanitary, and safe condition, conforming to US Army standards. All housekeeping supplies and related consumable tools shall be provided to Contractor at contractor expense. The premises shall be kept free from accumulation of waste material and rubbish from work at all times. Combustible materials shall be removed daily.

d. *Vehicle Registration.* All vehicles operated in support of contract, including Contractor and Contractor employees privately owned vehicles or subcontractor vehicles shall be registered, insured, licensed, and safety inspected in accordance with applicable Federal, State, and local requirements. All vehicles regularly operated on the installation shall be registered with the Provost Marshall's office.

e. *Conduct.* Contractor and contractor's employees shall be subject to the same general rules of conduct while on the installation that apply to Government civilian employees. The Government reserves the right to refuse installation access to any contractor employee if the Contracting Officer determines it to be in the best interests of the Government (ref. AR 600-50).

28. INDEFINITE QUANTITY

a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule.

b. Delivery or performance shall be made only as authorized by orders issue in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the task orders issued at the "maximum designated in the Schedule." The Government shall order at least the minimum value of supplies or services.

29. CAUTION TO CONTRACTORS

Offerors are cautioned in regard to proposals for orders to be issued hereunder that when the work approximate is used in conjunction with measurements, quantities, dimensions, etc., it is the offerors responsibility to verify any and all such items prior to submission of the offer. Offerors are also cautioned that any order awarded is for all services or work, as necessary, to repair, and construct the facilities covered by the contract in accordance with al contract terms and conditions. It shall also be the duty and responsibility of the Contractor to manage, and conduct the required work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards. In addition, the Contractor is cautioned that no claim for additional moneys will be entertained when such claim is based upon a contention the contract fails to mention a specific item or component or an RPMA facility covered by contract and the work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls on the installation and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor shall be responsible for providing all necessary repair, or replacement work or services.

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30. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The provisions of FAR 52.211-10 are hereby incorporated as applying separately to each order issued hereunder, with the dates to be separately established in each task order. The latest completion date so specified shall become the completion date for this contract.

31. LIQUIDATED DAMAGES

Individual task orders may contain liquidated damages. The requirement for liquidated damages and the amount thereof will be stated, as appropriate in the individual Government Request for Proposal.

32. OPTION TO EXTEND

- a. The Government may extend the term of this contract by written notice to the Contractor. The Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) day before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 3 months.

33. ENERGY CONSERVATION

Contractor shall comply with any installation energy conservation plans and AR 11-27, participate in energy conservation activities, and promote efficient use of all energy. In addition, the Contractor shall:

- a. Use lights only in areas where work is actually being performed
- b. Turn off faucets, valves, and equipment after required usage has been accomplished
- c. Not use Government telephones for personal reasons not make any toll or long-distance calls.

34. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, PL 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting Office or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advises the Contractor that it is approved or disapproved and the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case

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shall more than 10% of the contract amount be paid unless the breakdown is approved. All invoices submitted will be returned without action if all administration actions have not been satisfactorily submitted, these (they) include, but are not limited to the following: i.e. payroll, QC reports, Bills of Lading. Invoices will not be accepted for task orders if the performance period and/or scheduled completion date is LESS than 45 calendar days.

- b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

- (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
- (2) A properly completed Eng Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official of the organization authorized to bind the firm. A “responsible official” would be either a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that –

- (a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (b) Payments to subcontractors and suppliers have been made from previous Payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and
- (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (d) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

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c. Contractor shall submit signed, original invoice and one copy directly to the Ordering Officer.

d. The Government representative shall return any request for payment that is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor’s representative should meet to resolve the difference and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other

submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a “proper invoice” for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments – From the date a “proper invoice” is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a “proper invoice” has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

35. PAYROLL DATA

Contractor shall provide a copy of all payroll data required in conformance with FAR 52.000-8 to the contracting officer representative (COR). At a minimum, the data shall reflect name of contractor’s employee, job title, pay rate, dates worked under contract, and reflect all considerations required by the general wage rate schedule issued by the Department of Labor. Final payment will not be made until all required submissions are made.

DEFINITIONS/ACRONYMS

1 DEFINITIONS

a. As used throughout the contract the following technical terms shall have the meaning

set forth below.

(1) *As Is*. Means without additional maintenance or repair expense solely for the purpose of transfer to the Contractor.

(2) *Breakdown*. The stoppage or collapse of equipment of a facility or a component Thereof that requires immediate corrective action to restore it to an operating condition.

(3) *Clean*. As used generally means removal of dirt or impurities. As used for acceptance of contract work means gleaming, bright, free from dirt, contamination or impurities, unsoiled, unstained, recently laundered, fresh and unused, neat and tidy, having no flaws or roughness, clear, regular, or having few corrections.

(4) *Contract Discrepancy Report (CDR), DA Form 5479-R*. A formal written documentation of Contractor nonconformance or lack of performance for the contracted work.

(5) *Expendables*. Government property that is consumed in use or loses its identity in Use and is dropped from stock record accounts when issued. Expendable items include certain repair parts of low intrinsic value or items unworthy of full accounting procedures, e.g., paint, fuel, cleaning and preserving materials, or items which lose their identity (such as spare parts which are sometimes referred to as "consumable supplies or material").

(6) *Non-expendables*. Government property or supplies which are not consumed in use and which retain their original identity during the period of use, such as machines or tools.

(7) *Facility Replacement*. The replacement of an entire facility when replacement is more economical than major repair. This includes installed equipment.

(8) *Installed Building Equipment*. Reference, ARs 405-45, 420-70 and 735-5. Definitions contained in the reference shall govern.

(9) *Maintenance*. Reference, AR 420-10 and TM 5-610, paragraph 5, page 5. Definitions Contained in the references shall govern.

(10) *Minor Construction*. References, AR 415-35, page 1-1, para. 1-3c and FAR 36-102 "construction". Definitions contained in the references shall govern.

(11) *Plant Equipment*. Government-furnished property of a capital nature

consisting of equipment, furniture, vehicles, machine tools, test equipment, and accessory or auxiliary items, but excluding special tooling and special test equipment, used or capable of use for administrative or general plant purposes.

(12)*Quality Control (QC) Program.* Contractors system to insure that requirements of the contract are met. Contractor is responsible for, and for offering to Government for acceptance, only those supplies or services conforming to contract requirements.

(13)*Repair.* Reference, AR 420.10, para. 1-3, B (2). The definition contained in the reference shall govern.

(14)*Response.* Means that Contractor is at work site with necessary crew, equipment, material, and ready to begin work or service as required.

(15)*System.* A system, as used in the contract, includes all mechanical and electrical Equipment, supporting structures, pneumatic, electric, and mechanical types of controls, and all auxiliary equipment required to provide a specific function and output requirements.

(16)*Technical Bulletin (TB).* A publication containing technical information pertaining to vehicles, equipment, and professional techniques.

2. ACRONYMS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACO	Administrative Contracting Officer
ADF	Automatic Data Processing
AFARS	Army Federal Acquisition Regulation Supplement
AFPCB-TIM	Armed Forces Pest Control Board Technical Information Memorandum
AI	The Asphalt Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
AQL	Acceptable Quality Level
ARI	Air-Conditioning and Refrigeration Institute
ARD	Automatic Release Date
ASAE	American Society of Agriculture Engineers

ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWAA	American Water Works Association
CDR	Contract Discrepancy Report
COR	Contracting Officer Representative
COCO	Contractor-Owned, Contractor-Operated
CONUS	Continental United States
CSI	Construction Specification Institute
DA	Department of the Army
DCAA	Defense Contract Audit Agency
DEH	Director Engineering and Housing
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
DOL	Department of Labor
DPI	Data Processing Installation
FAO	Finance and Accounting Office(s)
FAR	Federal Acquisition Regulation
FESS	Facilities Engineering Supply System

FOB	Free on Board
FPMR	Federal Property Management Regulation
FSC	Federal Supply Class
GFP	Government-Furnished Property
GOCO	Governed-Owned, Contractor-Operated
GVW	Gross Vehicular Weight
HQDA	Headquarters, Department of the Army
IAW	In Accordance With
IEPCO	Installation Environmental Protection Coordination Officer
IFDEP	Integrated Facilities Data Entry Processing
IFS	Integrated Facilities System
IGCE	Independent Government Cost Estimate
IJO	Individual Job Order
IPD	Issue Priority Designator
JCAH	Joint Commission on Accreditation of Hospitals
JOC	Job Order Contract (ing)
JOR	Job Order Request
LIN	Line Item Number
MACOM	Major Army Command
M&S	Maintenance and Service
MCA	Military Construction, Army
MCAR	Military Construction, Army Reserve
MISO	Management Information Systems Office
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSN	National Stock Number
OMA	Operations and Maintenance, Army
OMAR	Operations and Maintenance, Army Reserve
OPA	Other Procurement, Army
OST	Order and Shipping Time
PDO	Property Disposal Office (r)
POL	Petroleum, Oil and Lubricants
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QASP	Quality Assurance and Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RDD	Required Delivery Date
RDTE	Research, Development, Test, and Evaluation
RPMA	Real Property Maintenance Activity
RR	Reliability Rate
STANFINS	Standard Financial Systems
TB	Technical Bulletin
TM	Technical Manual
UPB	Unit Price/Cost Book
UPB DESIG	Unit Price/Cost Book Designator

APPENDIX B

CONTRACT ADMINISTRATION DATA

1. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract number. If the correspondence relates to a delivery order number shall also be referenced.

2. INVOICING AND PAYMENTS

All invoices shall reflect the contract number, the applicable work order number and the applicable delivery order number. Each invoice shall be certified by the Contractor as being true, complete, accurate, and due for payment. Failure by Contractor to submit invoices as specified by DFARS 52.232.7000 will delay any payment due and shall be at Contractor's own risk. Also, failure to provide each office with copies suitable for copying may cause delay in payment. Any delay due to submission of other than proper invoices by Contractor shall be cause to adjust any period related to any discounts offered. The original copy, submitted to the paying office, shall govern computation of any discount period.

3. CONTRACT ADMINISTRATION

a. Administration of this job order contract will be performed by the Installation Manager in the Caretaker Office, Seneca Army Depot, indicated in Block 26 of the SF 1442. Administration of orders issued under the contract will be performed by the activity designated in Block 7 of the DD 1155. If no specific designation is show in the DD 1155, the office indicated in the SF 1442, Block 26 will govern. No changes, deviations, or waivers to orders as issued will be effective without a modification of the order executed by the Contracting Officer or ordering officer.

b. Administrative Contacts.

- | | |
|-----------------------|--|
| (1) Ordering Officer: | Stephen M. Absolom
Seneca Army Depot Activity
ATTN: DAIM-BO-N-SE
5786 State Route 96, PO Box 9
Romulus, NY 14541-0009
Phone: (607) 869-1309 |
| (2) Payment Office: | Defense Finance and Accounting Services
ATTN: DFAS-OR
2500 Leahy Avenue, PO Box 934600
Orlando, FL 32893-4600 |
| (3) Billings | Billings to be sent to the Ordering Officer |

specified above.

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4. DELIVERIES

a. *Quality Control Plan (ref. APPEND C).* Contractor shall deliver two revised copies of its quality control plan as agreed upon in contract negotiations to the Contracting Officer not later than 45 days after contract award date. The Contractor shall furnish two updated copies including any comments received from the Contracting Officer to date, to the contracting officer representative (COR) on contract state date and as changes occur. Any comments received from the Contracting Officer shall be included in the next revision of the applicable document or justification shall be provided as to why the comments were rejected.

b. *Deliverables.* Unless specified or directed otherwise, the Contractor shall provide all deliverables, reports, plans, schedules, etc., through a designated contracting officer representative (COR). All plans, schedules, etc., must be reviewed and approved in writing by the ordering officer except as specified otherwise herein.

c. *Schedules.* For delivery orders issued under this contract, each individual delivery order performance time will be separately negotiated in accordance with the Section H paragraph, entitled Ordering. FAR 52.212-03 is hereby separately included by reference in each Individual Delivery Order issued pursuant to this contract with the blanks for (a) and (c) therein to be stated in the Individual Delivery Orders. The signed delivery order becomes the Contractor's "Notice to Proceed" (NTP) unless a separate NTP date is specified in the delivery order.

5. PERFORMANCE

a. This is an indefinite delivery contract for the repair or construction of the item specified in individual task order, effective for the initial period of 12 months. This contract provides for two option years to be exercised at the Government's discretion.

b. Performance time for each delivery order issued under this contract will be negotiated in accordance with Section 00800 paragraph, titled, "Ordering."

c. Contractor shall commence mobilization activities beginning with notice to proceed date.

d. The Government may, at its discretion, insert in an individual work order the amount the Contractor is to pay as liquidated damages for each day of delay in the event the Contractor fails to complete the work within the time specified in the work order or any extension.

e. If the Government terminates the Contractor's right to proceed on a work order, the resulting damage will consist of liquidated damage until such reasonable time as may as required for final completion of the work with any increased costs occasioned the Government in completing the work.

f. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

g. In the absence of such a liquidated damage clause in a work order, the Government

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reserves the right to seek any and all damages caused by any delay in completion permitted by applicable law.

6. PACKAGING AND MARKING

Any reports or other products to be furnished hereunder shall be adequately packaged and packed to ensure safe delivery at destination. All packages must be clearly marked to identify the contents, the sender, the contract, and delivery order to which they pertain.

7. INSPECTION CLAUSES

a. *Quality Assurance (QA)*. The Government will monitor Contractor performance using QA procedures. However, the Government reserves the right to use other methods to assure Contractor compliance with all terms and conditions of the contract. In no event will Government right to inspect be restricted. Contractor is cautioned that additional costs to the Government to reinspect work caused by unsatisfactory work by the Contractor may be charged to Contractor in accordance with the contract clause entitled "Inspection of Construction" (FAR 52.246-12) or "Inspection-Dismantling, Demolition, or Removal of Improvements" (FAR 52.246-13) incorporated herein and dependent upon type of work involved.

b. *Notice of Completion of Delivery Order*. The Contractor shall notify the ordering officer upon completion of each individual task order. The Contractor shall give advance notice of the date the work will be fully completed and ready for final inspection.

c. *Pre-Final and Final Inspection*.

(1) The Contractor and Caretaker will jointly conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer may schedule more than one pre-final inspection if he determines it necessary. All work shall be inspected prior to concealment. These inspections shall follow the same requirements of final inspections.

(2) When the project is ready for final inspection, the Contractor will request final inspection in writing to the Contracting Officer, normally 2 days before the desired date of inspection.

(3) The final inspection will be performed with the Contractor by personnel of the Caretaker Office. Any discrepancies noted will be corrected within the time specified prior to final payment.

PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Contracting Officer, or his/her representative, after award of contract and before commencement of work. The Contracting Officer's

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representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

1. The Contractor's order of work
2. Accident Prevention Plan
3. Quality Control Plan
4. Letter appointing Superintendent
5. List of subcontractors.

HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (NOV 1991)

a. Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)

b. The Offeror must list any hazardous material, as defined in (paragraph a.). The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert NONE)

Identification No.

c. The apparently successful Offeror, by acceptance of the contract, certifies that the list in paragraph b of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

d. The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material, identified in paragraph b of this clause. Data

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shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.

e. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph d of this clause or the certification submitted under paragraph c of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

f. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

g. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

h. The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting or disposing of hazardous materials.

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have other use, duplicate, and disclose the data for the Government for these purposes

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources. (FAR 52.223-3)

SAFETY AND HEALTH REQUIREMENTS MANUAL

If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation. The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage select Safety and Occupational Health).

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Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation.

Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

RECORD DRAWINGS.

a. General: The Contractor shall maintain as-built drawings during the construction period and shall submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) drawing files on electronic disks in microstation 8.0 format. The Contractor is required to make prints from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining one set of up to date paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract drawings that are made in the work or additional information, which might be uncovered in the course of construction, shall be accordingly recorded as they occur by means of details and notes. The Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate will jointly inspect the as-built prints for accuracy and completeness. Progress as-builts shall show at a minimum the following information:

- (1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features within +/- 6" of actual dimensions.
- (2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading.

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

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(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Protection of Records: The Contractor shall be responsible for the protection and safety of prints and CAD records until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

d. As-Built Updates: At the 25%, 50%, and 75% completion point in construction of this project as determined by progress payments) the Contractor shall update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions and submit one set of CAD prints to the Contracting Officer for approval. The submission shall only include drawings that have incurred changes. The intent of the submission is to demonstrate construction changes as marked on the progress as-builts, are being made in the CAD files at regular intervals. The Contractor shall make any required corrections before payment will be approved for this item.

e. Preliminary Record Drawing Submittal: At least 30 calendar days before the anticipated date of final acceptance inspection the Contractor shall deliver 2 copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. Drawings shall be printed from the CAD files updated in the appropriate CAD program. Within 10 days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. The Contractor shall correct and resubmit within 5 days. Any required subsequent review and resubmission periods shall each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor shall prepare final record drawings.

f. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the

revision block. All prints must be reproduced from the updated CAD files. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

Three (3) CD's of CAD files of Record Drawings.

One (2) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and will be cause for withholding any payment due the Contractor under this contract.

g. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings will be accomplished before final payment is made to the Contractor.

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h. DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979) : All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

i. Shop Drawings: Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

j. Provide a GPS survey of all roadways, buildings (corners), structures, utilities (direct buried or in conduit), to include laterals and branches from point of origin up to facility tie-ins, storm drains, outlet points, manholes, culverts, sewer lines, domestic water lines, fire lines, gas lines, communication lines, electrical lines, controls, valves, light and power poles, fences, inverts, underground tanks, metering points, roads (centerline, edge of pavement), parking lots (edge of pavement), all control points provided or referenced by the government, shall be identified on as-built drawings and shall be GPS surveyed to a level of submeter accuracy. All of the aforementioned utility lines shall be surveyed at a minimum of two points along every straight run, at every change of direction, at every tie in point, at every change in elevation greater than ¼ meter and at any change in line size.

The GPS survey shall be verified for accuracy by the surveyor and a statement be provided to the government stating the level of accuracy for the data being reported (in meters).

In addition to the accuracy statement, the following information should be provided to the data compiler:

- * Coordinate system & Datum used:
- * Projection:
- * Units.

- * Attribute Description (GPS data dictionary; features, attributes and attribute values)
- * Source - Receiver type, antenna type, receiver settings, number of positions per point feature, Correction method and any field other relevant field procedures utilized.

GPS survey shall be included as part of the as-built drawings

AVAILABILITY AND USE OF UTILITY SERVICES.

a. The Government shall make all reasonable amounts of utilities, except for electric for temporary heat, available to the Contractor from existing outlets and supplies, as specified below.

b. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia.

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CONTINUITY OF QUALITY PERFORMANCE.

The Contractor agrees that in the event of any staffing or corporate changes, or substitution of subcontractors and/or consultants, during the performance of this contract the employees, subcontractors, or consultants engaged in the performance of the contract will continue to have the qualifications, professional background, education, and experience equal to that proposed by the Contractor and accepted by the Government for contract award. Any changes in key management personnel shall be submitted for approval by the Contracting Officer.

CLEANING UP (CONSTRUCTION DISPOSAL, HOUSEKEEPING AND FINAL CLEANUP).

a. All construction debris or other rubbish generated as a result of construction activities shall be disposed of, off the Installation, at the Contractor's expense. Clean soil and rock removed from the construction site will be allowed to be disposed of on Seneca Army Depot as a means of rehabilitation for existing borrow pits. Scrap, debris or surplus construction materials shall not be buried or burned on the site or disposed of in the Installation sanitary disposal containers (dumpsters) but shall be loaded in the Contractor's dumpsters for disposal at a location other than the Seneca Army Depot Installation. The Contractor must obtain all necessary permit/applications required for the disposal of debris for off site locations. The Contractor is responsible for obtaining all necessary permits required for the disposal of all construction debris, including proper disposal of Hazardous Materials.

b. All spillage and mud from the Contractor's trucks shall be removed promptly. All damages to existing curbing, roads, walks, trees, fencing, walls, landscaping and other Government Property resulting from the Contractor's activity, shall be repaired promptly, as directed by the Contracting Officer, and at the Contractor's expense.

c. Project housekeeping shall be done on a daily basis. Areas requiring housekeeping include the Contractor's area, all staging areas provided to the Contractor and around all trailers. At the end of each

day, the Contractor shall leave the housekeeping areas broom clean and free of rubbish, litter, and construction debris generated by that day's work. Any dirt or mud which is tracked onto paved or surfaced roadways, shall be cleaned away immediately and in no case shall the Contractor leave the site at the close of work without verifying that all dirt or mud has been removed from any paved surface beyond the limits of construction.

d. The Contractor shall provide and maintain a dumpster of sufficient size at the project site. The dumpster shall be replaced or emptied at regular intervals to avoid overfilling and spillage and the area around the dumpster shall be kept clean at all times.

d. If, at any time during the progress of the work, the Contracting Officer determines that the Contractor is failing to comply with the requirements of the subparagraphs above, the Contractor will be directed to take such measures, as deemed necessary to constitute corrective action. Such measures may include the requirement to increase the work force assigned to the housekeeping and cleanup operations or to work during evenings or weekends until proper job conditions have been restored.

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WORKING CONDITIONS, WORKING HOURS, AND NON-WORKING DAYS.

a. Working Hours: Normal working hours shall be Monday - Friday, 0700 to 1530 hours. Differences to these working hours must be approved by the Contracting Officer.

b. Non-Working Days: During the course of this contract the Contractor shall not perform any physical work during the activities listed below. The dates provided are the "on or about" dates of the activities.

(1) All Government Holidays.

c. Working Conditions:

(1) Open trenches or road restrictions will not be permitted without the approval of the Contracting Officer.

(2) Access ways shall be fully usable.

(3) All cost for conformance with the above stated requirements shall be included with the lump sum contract amount and no claim for extra cost shall be considered.

ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES.

a. Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the construction activities, shall remain the property of the Government. Examples of such items include but are not limited to: printed matter or other papers, buttons, buckles, or

fragments of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short any item of historical or archaeological value. Federal legislation provides for the protection, preservation and collection of scientific, prehistorical, historical and archaeological data, including relics and specimens, which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates, appropriates or removes any historical or prehistorical artifact, object of antiquity or archaeological resource from public lands of the United States is subject to arrest and penalty of law.

b. Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer. The Contractor shall provide the Contracting Officer with all information as to the specific location and nature of the findings. The Contractor shall cooperate fully with the Contracting Officer, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the Contracting Officer may order delays in time of performance or changes in the work or both. If such

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delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

EXISTING PARKING. The existing parking for visitors and Government employees shall not be used by the Contractor. No contractor or subcontractor employee parking is available near the immediate facility and no parking on the shoulders of the roads are allowed.

MAINTENANCE OF ACCESS ROADS.

a. The Contractor shall be responsible for the maintenance of access roads at the construction site. Maintenance of access roads shall include snow removal. The Contractor shall remove snow piles and rows when they affect safety, hamper emergency and fire vehicles, or block proper drainage.

b. The Contractor shall provide and allow full access to the project site to all traffic, except as noted, to other contractors and authorized personnel as designated by the Contracting Officer.

c. The Contractor shall not inflict damage upon land properties, roads outside the authorized construction areas by unwarranted entry upon, driving over curbs, passage through, damage to or disposal of, material on such land or property, or overloading of roads. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the Installation. If such an agreement is made, it shall be in writing and a copy shall be furnished to the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by Contractor operations.

FIRE PROTECTION. The Contractor will provide fire protection in accordance with Section 9 of EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual. The Contractor's means

of providing such protection will be included in his safety plan as required by the contract. The plan shall include fire exits and access routes during construction and during partial acceptance of the facilities, if any. Although the Seneca Army Depot Fire department and local departments with whom the installation has mutual aid agreements will respond to emergencies, the capabilities of these departments will be limited by their available equipment and access to the construction sites. The Seneca Army Depot Fire Department does not permit open flame heating devices or tar kettles on roofs.

SITE AND BUILDING SECURITY.

a. The Contractor shall be responsible for the security of the areas within the contract limits. When the Government takes possession of certain areas, the Contractor shall be responsible for the areas remaining under Contractor control.

b. The Contractor shall be responsible for furnishing an identification required by Seneca Army Depot to each employee in accordance with paragraph titled IDENTIFICATION OF EMPLOYEES. The Contractor shall provide an updated list of all employees working on the site. This list shall be provided on a monthly basis or when requested by the Contracting Office throughout the duration of this contract.

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WARRANTY OF CONSTRUCTION WORK

a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before the acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to contract requirements; or
2. Any defect of equipment, material, or workmanship.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

e. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall

1. Obtain all warranties that would be given in normal commercial practice.
2. Repair all warranties to be executed, in writing, for the benefit of the Government, if directed by the COR; and
3. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

h. In the event the Contractor's warranty under paragraph b. of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

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j. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes or fraud.

SUBMISSION OF CLAIMS

a. The following shall be submitted to the Contracting Division at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

1. Claims referencing or mentioning the Contracting Disputes Act of 1978
2. Requests for a written decision by the Contracting Officer
3. Claims certified in accordance with the Contract Disputes Act of 1978

b. No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

c. The Contractor shall also provide the COR with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY

The contractor shall promptly furnish and shall cause any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures, and equipment furnished and/or installed by the contractor or subcontractor, except prices do not need to be provided for Government-furnished Property. This information shall be listed in the RMS CQC Module furnished by the Government.

SUPERINTENDENCE OF SUBCONTRACTORS

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, 'SUPERINTENDENCE BY THE CONTRACTOR.'

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

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b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory requirement is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

PROCEDURES FOR SUBMISSIONN AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer, or his representative, to effect reasonable progress payments. The Contracting Officer, or his representative, shall review this breakdown within 30 calendar days after receipt and either

advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown; however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

a. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph c. For purposes of payment a “proper invoice” is defined as the following:

- (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
- (2) A properly completed Eng Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

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(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A “responsible official” would be a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that –

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the

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amount of work performed and or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the difference and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments . From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check with 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

TASK AND TECHNICAL SPECS-

The Gordian Group contains the following:

- (1) Construction Task Catalog – 2,528 pages.
- (2) Technical Specifications – 3,940 pages.

JOC MANAGEMENT SYSTEM

1. The Contractor shall be required to use The Gordian Group's JOC management system for preparing and submitting proposals. The system is internet based and called PROGEN[®]. The Army will also be using PROGEN[®] to prepare estimates, receive proposals from the Contractors in an electronic format and manage the JOC process. The Contractor will need a broadband internet connection to run the system.

2. Use of PROGEN[®] requires a yearly subscription for each user. The cost of the subscriptions and setup fees for both the Contractor and the Army shall be paid for by the Contractor. The estimated cost to be paid by the Contractor for the first year of the contract is \$ [Enter Amount]. Subsequent years to be paid by the Contractor are estimated at \$

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[Enter Amount] per year. This fee includes only one user for the Contractor. Additional users may be added for \$ [Enter Amount] for the initial subscription and \$ [Enter Amount] per year renewal costs. These fees include the proposal preparation and submittal modules.

RESOURCES RECOVERY AND CONSERVATION ACT

This specification supports the Solid Waste Disposal Act, As Amended by the Resources Conservation Recovery Act, as amended by 42 USC 6901 et seq. Section 02116 of the specification describes the requirements for the furnishing and installation of materials for disposal of hazardous materials. Section 02116 of the specification defines hazardous material as asbestos containing materials, lead-based paint, PCBS, bird waste and other materials categorized as hazardous by the EPA. See Attachment

– EPA List of Recyclables, for a listing of EPA guidelines for products containing recovered material, as defined in the Resource Conservation and Recovery Act.

WAGE DETERMINATIONSGENERAL DECISION: **NY20030077** 03/04/2005 NY77

Date: March 4, 2005

General Decision Number: **NY20030077** 03/04/2005

Superseded General Decision Number: NY020077 sg 4/26/05

State: New York

Construction Types: Building

Counties: Schuyler, **Seneca** and Yates Counties in New York.**BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	06/13/2003
1	05/28/2004
2	06/18/2004
3	07/16/2004
4	09/24/2004
5	10/01/2004
6	10/15/2004
7	03/04/2005

BRNY0011-008 05/01/2004

	Rates	Fringes
Bricklayer/Cement Mason.....	\$ 23.39	11.70

CARP0187-005 05/01/2001

	Rates	Fringes
Carpenter.....	\$ 18.24	7.205
Millwright/Piledriverman.....	\$ 19.24	7.205

ELEC0139-005 05/31/2004

REMAINDER OF SCHUYLER COUNTY

	Rates	Fringes
Electrician.....	\$ 26.75	13.50

ELEC0241-006 06/01/2004

SCHUYLER (TOWNSHIPS OF CATERINE, CAYUTA, AND HECTOR); SENECA (TWPS. OF COVERT AND LODI)

	Rates	Fringes
Electrician.....	\$ 26.75	14.21

ELEC0840-005 06/01/1998

REMAINDER OF SENECA COUNTY, ALL OF YATES COUNTY

	Rates	Fringes
Electrician.....	\$ 22.50	7.15+3%

* ELEV0027-001 01/01/2005

	Rates	Fringes
Elevator Constructor		
Mechanics.....	\$ 33.335	12.015

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas Day and the Friday after Thanksgiving. Employer contributes 8% basic hourly rate for 5 years or more service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0033-007 07/01/2003

YATES COUNTY (TWPS. BENTON, ITALY, MIDDLESEX, POTTER, BARRINGTON, JERUSALEM, STARKEY AND TORRE)

SCHUYLER COUNTY (TWPS OF DIX, ORANGE, READING AND TYRON);
Rates Fringes

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Ironworkers:

Ornamental, Reinforcing Stone Derrickman, Rigger, Rodman, Structural Machinery Movers Fence Erectors, Precast Concrete Erector.....\$ 22.35	11.49
Sheeter.....\$ 22.60	11.49

IRON0060-002 07/01/2003

Rates Fringes

Ironworkers: (Structural, Ornamental, Reinforcing, Pre- cast Concrete Erector, Machinery Mover & Rigger, Fence Erector, Stone Derrickman Welder, Sheeter, Sheeter Bucker-up) SCHUYLER (Twps. of Cathrine, Cayuta, Hector and Montour).....\$ 22.00	12.35
SENECA COUNTY.....\$ 22.00	12.35

LABO0103-005 07/01/2004

Rates Fringes

Laborers: ASBESTOS REMOVAL.....\$ 21.25	7.47
LABORERS.....\$ 20.00	7.47

PLUM0267-009 05/01/2004

Rates Fringes

Plumber, Pipefitter, Steamfitter (Including HVAC work).....\$ 23.87	13.36
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* SFNY0669-001 01/01/2005

Rates Fringes

Sprinkler Fitter.....\$ 25.15	12.75
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SHEE0046-002 05/01/2004

SENECA and YATES COUNTIES

Rates Fringes

Sheet metal worker.....\$ 25.64	12.59
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SHEE0112-005 05/01/2001

SCHUYLER COUNTY

Rates Fringes

Sheet metal worker.....\$ 21.46	8.94
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SUNY1994-009 11/25/1994

Rates Fringes

Painter.....\$ 18.56	6.50
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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

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bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

NY58 (Heavy)
 NY 43 (Highway)
 NY 53 (Residential)

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PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

PROJECT: SENECA ARMY DEPOT JOB ORDER CONTRACT

SOLICITATION NO. W912DS-05-R-0002

The U.S. Army Corps of Engineers, New York District, is interested in your assessment of the named company's "Past Performance". **Past Performance** refers to the company's record of conforming to contract requirements and to standards of good workmanship; the company's record of forecasting and controlling costs; the company's adherence to contract schedules including the administrative aspects of performance; the company's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company's general business-like concern for the interest of the customer. These questions relate to the work performed by:

1. **Name of Offeror:** _____
2. **Past Project Name & Location:** _____

3. **Contract Amount:** _____
Contract Completion Date: _____
Percent Complete (if project is currently under construction) _____
4. **Client Name/Title** _____
Telephone _____
Fax _____
E-Mail Address _____
Date _____
5. Brief Description of Project. Include, as applicable, how project is similar in scope and magnitude to the work required in this RFP- **Offeror may input into this line item.**

7. How would you rate the performance of this contractor on your project?

0002

List and explain any customer concerns or dissatisfaction.

- a. Conformance to contract requirements and standards of good workmanship.
- | | | | | |
|-----------|------|--------------|------|----------------|
| Excellent | Good | Satisfactory | Fair | Unsatisfactory |
|-----------|------|--------------|------|----------------|
1. Adherence to contract schedules.
- | | | | | |
|-----------|------|--------------|------|----------------|
| Excellent | Good | Satisfactory | Fair | Unsatisfactory |
|-----------|------|--------------|------|----------------|
- c. Reasonable and cooperative behavior and commitment to customer satisfaction.

Excellent Good Satisfactory Fair Unsatisfactory

d. Conformance to contract safety requirements.

Excellent Good Satisfactory Fair Unsatisfactory

e. Contractor's price, in terms of initial price and control of changes or claims.

Excellent Good Satisfactory Fair Unsatisfactory

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QUESTIONNAIRES MUST BE RECEIVED BY CLOSING DATE SET FOR RECEIPT OF
PROPOSALS

Return to:

**U.S. Army Corps Of Engineers
New York District
Contracting Division, Attn: W912DS-05-R-0002
Jacob K. Javits Federal Building
ROOM 1843
26 Federal Plaza
New York, NY 10278-0090**

**Ph: (917) 790-8172
FAX: (212) 264-3013**

FAXED COMPLETED QUESTIONNAIRES ARE ACCEPTABLE

EPA LIST OF RECYCLABLES

ATTACHMENT - EPA List of Recyclable Materials
 PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS
 CONTAINING RECOVERED, MATERIALS

40 CFR Ch. (1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

(a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.

(b) Tires, excluding airplane tire.

(e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12

Construction products.

(a) Building insulation product including the following items:

(1) **Loose-fill** insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;

(2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).

(3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and

(4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).

(c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.

(d) Carpet made of polyester fiber use in low- and medium-wear applications.

(e) Floor tiles and patio block containing recovered rubber or plastic. . (t) Shower and restroom dividers/partitions containing recovered plastic or steel. (g) (I) Consolidated latex paint used for covering graffiti; and

(2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

ATTACHMENT - EPA List of Recyclable Materials

247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15

Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber. (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (3) Office recycling containers and office waste receptacles.
- (4) Plastic desktop accessories.
- (5) Toner Cartridges.
- (6) Binders.
- (7) Plastic trash bags.
- (8) Printer ribbons.
- (g) Plastic envelops.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.